



**District of Sechelt  
Request for Proposal #2019-10  
Street Line Painting**

Date of Issue: **April 12<sup>th</sup>, 2019**

**Closing Location:**

District of Sechelt  
Attention: Procurement Agent  
2<sup>nd</sup> Floor, 5797 Cowrie Street  
Sechelt, BC, V0N 3A0

**Closing Date and Time:**

Proposals must be received prior to ***May 3<sup>rd</sup>, 2019 3:00 pm Pacific Time***  
at 2<sup>nd</sup> Floor, 5797 Cowrie St., Sechelt, BC.

**Contact:**

All inquiries must be directed in writing via email,  
stating "RFP #2019-10 Street Line Painting—Inquiry" to:  
Procurement Agent, District of Sechelt  
Email: [procurement@sechelt.ca](mailto:procurement@sechelt.ca)

## 1. OVERVIEW

The District of Sechelt (the “District”) is requesting Proposals for the provision of annual street line painting program, including yellow center line and white road paint, thermoplastic markings including stop bars, sidewalks, fog lines, handicap parking stalls and road text; and line eradication. All pavement markings, including thermoplastic, is to include glass beadings or approved equivalent reflective beading.

The District of Sechelt is located on the west coast of British Columbia (“BC”) approximately 30 kilometres (“km”) north of Vancouver. The region, known as the Sunshine Coast, includes approximately 3900 square km on the Sechelt Peninsula surrounded by the waters of the Strait of Georgia, Howe Sound, and Sechelt Inlet. The Sunshine Coast does not have an overland route to the BC mainland and is dependent on the BC Ferry Corporation for the movement of vehicles or by barge for other items. A passenger ferry service runs between Horseshoe Bay and Langdale in the south and a smaller passenger service between Earl’s Cove and Saltery Bay in the north.

The District maintains approximately 88km of paved road, and looks to repaint them on an alternating year basis, with every road being painted every two to three years.

This Request for Proposal (“RFP”) is being issued electronically through BC Bid ([www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca)), CivicInfo BC ([www.civicinfo.bc.ca](http://www.civicinfo.bc.ca)) and the District’s website ([www.sechelt.ca](http://www.sechelt.ca)).

### **Intended Term of Agreement**

The successful Proponent will be expected to enter into a Contract Services Agreement with the District for a three (3) year term, as shown in Schedule ‘E’.

### **Definitions**

Throughout this RFP the following additional definitions apply:

**“Addendum”** or **“Addenda”** means document(s) issued by the District as a supplement to this RFP that corrects errors, explains inconsistencies, provides clarifications or responses to questions submitted by Proponents or otherwise details or updates information provided in the RFP.

**“Agreement”** means a legal document and any attachments that bind the District to other parties subject to the terms of the RFP.

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**“Business Days”** means Monday through Friday, inclusive, excluding statutory holidays.

**“Closing Date and Time”** means the closing date and time as set out on the cover page of the RFP.

**“District”** means the District of Sechelt, BC.

**“MB”** means megabyte, which is equal to 1024 kilobytes or 1,048,576 bytes of digital information.

**“Must,” “Shall,” or “Mandatory”** means a requirement of this RFP that must be met in order for a Proposal to receive consideration.

**“Proponent”** means an individual, partnership or company that submits, or intends to submit, a Proposal in response to this RFP.

**“Proposal”** means a response/submission provided by a Proponent in response to this RFP.

**“RFP”** means this Request for Proposal, including all appendices, schedules and addenda.

**“Should”** means a requirement having a significant degree of importance to the objectives of this RFP.

**“USB stick”** means an external flash drive that can be used with any computer that has a USB port.

## 2. SCOPE OF WORK & SPECIFICATIONS

**Scope of work:** The scope of work under this RFP includes line painting, thermoplastic road makings, eradication, and more, as defined in Table 1. These services will be required anywhere in the geographical area of the District, and will require specialized vehicles.

Please provide rates for the following minimums. These must include all associated costs, including traffic control, mobilization, steps to address environmental guidelines.

- a) Minimum of 12 km of road painting yearly,
- b) Minimum of 18 km of road painting yearly,
- c) Clearly identified call out minimum charge

*Table 1 Painting Services*

<b>Line Painting Services Required</b>	<b>Unit</b>
White and Yellow roadway paint	Lin.M
Paint Road Symbols (i.e. handicap Parking c/w background, ect)	Ea
Thermoplastic roadway line painting	Lin.M
Thermoplastic road lettering as per MUTCD	Per Letter
Thermoplastic Stop Bars	Sq.M
Thermoplastic parallel bar crosswalk	Lin.M
Thermoplastic road symbols (i.e. turn arrows, etc.)	Ea
Eradication of existing road painting	Lin.M
Roadway hatching	Lin.M
Thermoplastic Zebra Crosswalk	Sq.M
Traffic grade paint infill, (i.e. green bike lane markings, ect)	Sq.M

### **Warranty of Services**

Proponents agree to warranty their work for the period of one (1) year from the date any service is completed.

### **Location Considerations**

Sechelt is located on the Sunshine Coast, 30 kilometers northwest of Vancouver, BC and is only accessible by BC Ferries or by barge. Proponents should take this into consideration when preparing their Proposals. It.

### Material Selection and Specification

Please ensure your paint is suitable for this use, and meet all industry standards and environmental standards for road painting. All road lines, including thermoplastic pavement markings, should include reflective glass beads or equivalent reflective solution. Please ensure your road colors meet Ministry of Transportation and Infrastructure (MOTI) color standards. These specifications can be found in the “Vancouver Island” service area agreement schedules, found here:

<https://www2.gov.bc.ca/gov/content/transportation/transportation-infrastructure/contracting-to-transportation/highway-bridge-maintenance/pavement-marking/agreement>

### Schedule

In 2020 and beyond, the paint works are expected to be completed no later than the 2<sup>nd</sup> week of June, and not started prior to 2<sup>nd</sup> week of May of each year. The successful proponent must contact the District to determine the yearly selected road. These will be made available before the end of March of each year.

**In 2019, these works are expected to be completed no later than June 30<sup>th</sup>.**

### Additional Requirements:

The successful proponent will be required to maintain a business license with the District of Sechelt for the term of this contract

All works must keep within the District of Sechelt Noise Bylaw 519.

## 3. SUBMITTING A PROPOSAL

Proponents are solely responsible for submitting their Proposals on or before **May 3rd 2019, 3:00:00 pm Pacific Time**; and to ensure their Proposals are received when, where and as specified in this RFP. The District is not responsible for lost, misplaced or incorrectly delivered Proposals.

Proposals must be delivered in the following method **only**:

**By Email:** Proponents should submit one (1) digital copy of their Proposal in PDF format only to [procurement@sechelt.ca](mailto:procurement@sechelt.ca), with the subject line clearly marked “RFP #2019-10 Street Line Painting— Proposal Attached.”

**Note that the maximum file size limit is 15MB, or less, and that the District cannot accept zipped files (“filename.zip”). In addition, the District will not consider materials that are posted on websites or stored in a drop box or similar technological means as part of any Proposal.**

Electronically submitted Proposals will be deemed to be successfully received when the delivered time as noted by the District server is at or before the Closing Date and Time. The District will not be liable for any delay for any reason including technological delays, spam filters, firewalls, job queue, file size limitations, quarantine, etc.

The District will provide a reply email acknowledging receipt of submission. If Proponents do not receive such confirmation, they must assume that Proposals have not been received and should follow up directly with the District.

Proponents warrant that electronic files/media submitted are free, in whole or in part, from any malicious file that could cause damage to the District's technological infrastructure.

The following Proposals will not be accepted or considered:

- Proposals received by facsimile (fax);
- Proposals received in a language other than English ; and
- Proposals received after the Closing Date and Time.

#### **Proponent Expenses**

Proponents are solely responsible for their own expense in preparing, delivering or submitting a Proposal, and for subsequent negotiations with the District, if any. The District will not be liable to any Proponent for any claims, whether for costs, expenses, damages, losses or liability incurred by the Proponent in preparing its Proposal, loss of anticipated profit in connection with any final Agreement, or any other matter whatsoever.

#### **Acceptance and Rejection of Proposals**

The District reserves the right to reject any and all Proposals, or any parts thereof, or to waive any informality or defect in any Proposal if it is in the best interests of the District.

All Proposals, plans and other documents submitted shall become property of the District. Responses to this RFP are considered public information and are subject to disclosure under the *Freedom of Information and Protection of Privacy Act*.

#### **Inquiries Related to this RFP**

All inquiries must be directed in writing via email only to the District's Procurement Agent at [procurement@sechelt.ca](mailto:procurement@sechelt.ca). The subject line must read: "#2019-10 Street Line Painting—Proposal." No other verbal or written instruction or information shall be relied upon by Proponents, nor will they be binding upon the District.

All inquiries regarding this RFP must be received by **April 26th, 2019 at 2:00pm Pacific Time**.

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If an Addendum is necessary, it will be posted on the BC Bid, CivicInfo BC and District's websites, and shall become part of the RFP. It is the responsibility of Proponents to ensure that they have retrieved any and all Addenda/Addendum issued prior to the Closing Date and Time.

**Withdrawal**

Proponents may amend or withdraw their Proposals before the Closing Date and Time by submitting a request in writing via email only to the District's Procurement Agent at [procurement@sechelt.ca](mailto:procurement@sechelt.ca). The subject line must read: "#2019-10 Street Line Painting—Proposal"

Upon Closing Date and Time, all Proposals become irrevocable and Proponents cannot change any part of their Proposals, unless clarification is specifically requested by the District.

#### 4. SELECTION CRITERIA

Proposals will be opened in private and will be evaluated equally against pre-defined criteria by an evaluation. The criteria include, but are not limited to, the following:

Criteria	Weight
Meets the specifications are outlined in this RFP	30
Lowest price of the services provide	40
Response Time for emergency requests	15
Proponent's experience and references	15

## 5. GENERAL TERMS AND CONDITIONS

### FORM OF OFFER

This RFP must be completed in its entirety and it is Proponents' sole responsibility to ensure that their Proposals and the number of copies in the form required are received on time and at the proper location. Failure to properly complete the requirements of this RFP may cause a Proposal to be rejected. Proposals received after the Closing Date and Time will be returned unopened.

### INDEMNITY

The Proponent agrees to indemnify and save harmless the District, its employees, elected officials, contractors and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the District or any of the District's employees, elected officials, contractors or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, to the extent the loss is directly or indirectly caused or contributed to:

- any act or omission by the Proponent or by any of the Proponent's agents, employees, officers, directors or subcontractors in connection with this Agreement; or
- any representation or warranty of the Proponent being or becoming untrue or incorrect.

The provisions of this indemnity are paramount to any insurance requirements herein and shall survive the term of this Agreement.

### INVOICING & PAYMENTS

Successful Proponents are required to issue invoices to the District for the goods or services that are rendered. Original invoices should be forwarded to the District as follows:

Accounts Payable  
District of Sechelt  
2<sup>nd</sup> Floor, 5797 Cowrie Street  
PO Box 129, Sechelt, BC V0N 3A0  
Email: [finance@sechelt.ca](mailto:finance@sechelt.ca)

The District has payment terms of net thirty (30) days. Where applicable, the purchase order number assigned, or other meaningful reference/subject matter, must be stated on the invoice, otherwise payment may be delayed.

**EXTRAS**

No payments for extras will be made unless prior written approval or an approved change order has been issued by the District.

**IRREVOCABLE SUBMISSION**

Proposals will be open for acceptance for at least ninety (90) days after the Closing Date and Time. The District may request the date to be extended to one hundred twenty (120) days if the process requires more time to execute such as seeking elected officials' approval.

**TIME IS OF THE ESSENCE**

Time shall be of the essence in any Agreement. The District reserves the right to cancel any goods/services if not fulfilled within a reasonable time and in accordance with the terms and conditions specified herein.

**ASSIGNMENT**

The Proponent will not assign or transfer its obligations under any Agreement, in whole or in part, without the written consent of the District.

**RESERVATION OF RIGHTS**

In addition to any other reservation of rights set out in the RFP, the District reserves the right, in its sole discretion, to:

- modify the terms of the RFP at any time prior to the Closing Date and Time, including the right to cancel the RFP at any time prior to entering into an Agreement with a Proponent;
- in accordance with the terms of the RFP, to accept the Proposal(s) that it deems most advantageous to itself;
- waive any non-material irregularity, defect or deficiency in a Proposal;
- request clarification from a Proponent with respect to its Proposal, including clarification as to provisions that are conditional or that may be inconsistent with the specifications in the RFP, without any obligations to make such a request to all Proponents;
- reject any Proposal due to unsatisfactory references or unsatisfactory past performance under Agreements with the District, or any material error, omissions or misrepresentation in the Proposal;
- at any time, reject any or all Proposals; and
- at any time, terminate the competition without award and obtain the goods and services described in the RFP by other means, or do nothing.

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**ACCEPTANCE OF TERMS**

Submission of a Proposal indicates acceptance of all terms and conditions, including those that follow and that are included in all schedules, appendices and any addenda.

**PROPONENT'S RESPONSIBILITY**

It is the Proponent's responsibility to ensure that the terms and conditions contained herein are fully understood and to obtain any further information required on its own initiative. The District reserves the right to share, with all Proponents, all questions and answers related to the RFP.

**EVALUATION**

Proposals will be assessed in accordance with, but not limited to, the evaluation criteria outlined in Section 4. The District will be under no obligation to receive further information, whether written or oral, from any Proponent. The District is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a Proposal.

**AWARD OF AGREEMENT**

The District reserves the right to cancel, award all or part of the scope of work described in this document to a single Proponent or may split the award with multiple Proponents.

The RFP shall not be construed as an Agreement to purchase goods or services and does not commit the District in any way to award an Agreement. The lowest priced or any Proposal will not necessarily be accepted.

**INSURANCE & WORKERS COMPENSATION**

The Proponent shall provide proof of, and continuously hold for the term of any Agreement, insurance coverage with minimum limits of not less than those stated below:

- Commercial General Liability—not less than \$5 million per occurrence.
- Vehicle Third Party Liability—not less than \$5 million per occurrence.

Successful Proponents are required to add the District as an "additional insured" on the Commercial General Liability policy of insurance.

Proponents must comply with, and must ensure that any subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Proponent's obligations under any Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions. This includes submitting, and maintaining a copy of Worksafe BC throughout this contract period.

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Within ten (10) Business Days of any request to do so by the District, the Proponent must provide evidence of the Proponent's compliance with the *Workers Compensation Act*.

**COLLUSION**

Except as otherwise specified or as arising by reason of the provisions of the RFP, no person, partnership, or corporation other than the Proponent has or will have any interest or share in this Proposal or in any Agreement which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponent in connection with responses submitted for this project and the Proponent has no knowledge of the context of other responses and has no comparison of figures or agreement or arrangement, expressed or implied, with any other party in connection with the making of the Proposal.

**LIABILITY OF ERRORS**

While the District has used considerable efforts to ensure information in the RFP is accurate, the information contained herein is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

**LAW**

This RFP and any resulting Agreement(s) are governed by, and are to be interpreted and construed in accordance with the laws applicable in British Columbia, Canada.

**CONFLICT OF INTEREST & SOLICITATION**

A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the District's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to:

- involvement by a Proponent in the preparation of the RFP;
- a relationship with any employee, contractor, elected official or representative of the District involved in preparation of the RFP;
- participation on the evaluation committee or in the administration of any Agreement; or
- a relationship with any employee, contractor, elected official or representative of the District participating on the evaluation committee or in the administration of any Agreement.

If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the District's Procurement Agent prior to submitting a Proposal. By submitting a Proposal, the Proponent is required to represent any and all circumstances that would give rise to a conflict of interest that is actual or potential in respect of the RFP on Schedule D.

A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor or agent of the District, including members of the evaluation committee and any elected officials of the District, or with the media, may result in disqualification of the Proponent.

**DEFAULT & TERMINATION**

The District at its sole discretion may immediately terminate any Agreement awarded through this process if there is a major violation of agreed terms and conditions or where the Proponent has taken an action against the District. During the Agreement period, should the District experience budget restraint or operational requirements that require a review of any Agreement, the District reserves the right to terminate any Agreement without penalty with three (3) weeks written notice. If key personnel change, the District reserves the right to terminate any Agreement prior to term.

The District may, by Notice of Default to the Proponent, immediately terminate, in whole or in part, any Agreement if the Proponent fails to perform the services required. In the event the District does terminate the Agreement, in whole or in part, as specified above, the District may acquire the goods or services in an alternative method for business continuity and the Proponent shall be liable to the District for any incurred additional costs such as liquidated damages.

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**FORCE MAJEURE (ACT OF GOD)**

Neither party shall be responsible for any delay or failure to perform under its obligations under any Agreement where such delay or failure is due to fire, flood, explosion, war, embargo, governmental action, Act of Public Authority, Act of God, or to any other cause or similar force majeure event beyond its control, except labour disruption. In the event force majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.

**CONFIDENTIALITY**

The Proponent acknowledges that prior to the Closing Date and Time it may be required to enter into a confidentiality agreement with the District in order to obtain access to confidential materials relevant to preparing a Proposal.

**RIGHT TO DO WORK**

If the Proponent neglects to perform the work properly or fails to perform any provision of any Agreement, the District, after five (5) days written notice to the Proponent, without prejudice to any other remedy, may make good such deficiencies and may deduct all costs incurred from amounts due to the Proponent.

**WORKERS & SAFETY**

The Proponent shall employ sufficient workers to perform the work, and will not knowingly employ anyone who is not skilled in the assigned task or who may be a threat to the safety of public, employees or the smooth operation of the District. Anyone deemed to be a threat to safety will be immediately removed at the sole discretion of the District. All equipment used by Proponents must be in good repair, free of hazards of any kind and meet all applicable laws and regulations regarding licensing and operation.

**ADVERTISEMENT**

Successful Proponents will not use the name of the District or any of the contents of this document in any advertising or publication without prior written consent from the District.

**BYLAW**

Proponents will ensure compliance with and conform to all health and safety laws, bylaws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto.

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## 6. PROPOSAL REQUIREMENTS

**ALL PROPOSALS MUST INCLUDE THE FOLLOWING SCHEDULES COMPLETED IN THEIR ENTIRETY. IF A SCHEDULE, OR SECTION THEREOF, IS NOT APPLICABLE, IT SHOULD BE MARKED WITH "N/A". ADDITIONAL DOCUMENTATION, SCHEDULES, ETC. CAN BE INCLUDED IN THE PROPOSAL AT EACH PROPONENT'S DISCRETION.**

1. SIGNATURE AND ACCEPTANCE	SCHEDULE A
2. PROPOSED RATE SHEET	SCHEDULE B
3. EXPERIENCE & REFERENCES	SCHEDULE C
4. DISCLOSURE OF INTEREST	SCHEDULE D
5. CONTRACT SERVICES AGREEMENT	SCHEDULE E

These following additional items must be submitted by successful Proponents within ten (10) Business Days after the award of any Agreement. Failure to do so may result in the Agreement being awarded to an alternate Proponent who can meet the requirements.

6. DISTRICT OF SECHELT BUSINESS LICENSE
7. CERTIFICATE(S) OF INSURANCE
8. WORKSAFE BC (OR EQUIVALENT) CLEARANCE LETTER
9. GST/PST NUMBER, AS APPLICABLE

## SCHEDULE A—SIGNATURE AND ACCEPTANCE

Failure to complete this schedule, including a proper signature, will result in a Proposal not being considered. The authorizing signatory must be an officer, employee or agent having authority to legally bind the Proponent to the terms of the Proposal.

The Proponent is an ___ Individual ___ Partnership ___ Corporation (check where applicable) Incorporated under the laws of _____.	
<b>Business Information</b>	
Name:	
Address:	Postal Code:
Telephone #:	Website:
<b>Contact Information</b>	
Name:	Telephone #:
Email:	

We certify that we have read and understand the information provided in the RFP and all addenda. The information provided in our Proposal is accurate and we agree to be bound by all conditions, statements, representations and prices offered herein.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title (print)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name (print)

## SCHEDULE B—PROPOSED RATE SHEET

Rates offered must be provided in this Schedule B, and **must be firm for the entire Agreement period** unless this RFP specifically states otherwise.

Rates shall be in Canadian dollars only and include all costs of performing the requested services, including labour, equipment, fuel, transportation, delivery, and all other costs associated with the scope of services and requirements in this RFP, excluding any sales taxes. Proponents must provide their GST/PST number, as applicable, as a condition of any Agreement.

Proponents may submit pricing for all of the services required.

If additional space is required, please add an attachment to this form.

Work Description	Unit	Cost Per Unit Rate
White and Yellow roadway paint	Lin.M	
Paint Road Symbols (i.e. handicap Parking c/w background, ect)	EA	
Thermoplastic roadway line painting	Lin.M	
Thermoplastic road lettering (per letter)	Ea	
Thermoplastic Stop Bars	SQ.M	
Thermoplastic parallel bar crosswalk	Lin.M	
Thermoplastic road symbols (i.e. turn arrows, etc. )	Ea	
Eradication of existing road painting	Sq.M	
Roadway hatching	Lin.M	
Thermoplastic Zebra Crosswalk	Sq.M	
Traffic grade paint infill, (i.e. green bike lane markings, ect)	Sq.M	

END OF SCHEDULE B—PROPOSED RATE SHEET

## SCHEDULE C—EXPERIENCE & REFERENCES

<b>EXPERIENCE</b>
Years of experience Proponent has providing services set out in RFP:

Proponents shall provide three (3) separate customers, other than the District, with which they have undertaken work of a similar nature to this RFP. The District will use this information to assess Proponent’s experience in the appropriate fields of work, and may contact the references given below before awarding any Agreement. If additional space is required, please add an attachment to this form.

<b>Reference 1</b>	
Client Name	
Contact Name & Phone Number	
Year & Location of Work	
Contract Value	
Description of Work	
<b>Reference 2</b>	
Client Name	
Contact Name & Phone Number	
Year & Location of Work	
Contract Value	
Description of Work	
<b>Reference 3</b>	
Client Name	
Contact Name & Phone Number	
Year & Location of Work	
Contract Value	
Description of Work	

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## SCHEDULE C—EXPERIENCE & REFERENCES

### QUALIFICATIONS

Please provide the educational credentials, certifications, specialized training, etc. of the key personnel of the Proponent expected to deliver the services requested in this RFP. If additional space is required, please add an attachment to this form.

Key Personnel—Name	Qualifications/Credentials	Year Obtained/Re-certified

END OF SCHEDULE C—EXPERIENCE & REFERENCES

## SCHEDULE D—DISCLOSURE OF INTEREST

As a condition of this Proposal, all Proponents shall make full disclosure of any business relationships within the last five (5) years, including any donations/gifts in excess of one hundred dollars (\$100.00), with any employees, contractors, or agents of the District, its elected officials or immediate relatives thereof.

If a Proponent fails to disclose an interest and/or the interest is falsely or insufficiently reported, the District reserves the right to terminate or cancel any Agreement that it may have been entered into with the Proponent.

**Completion and submission of the Disclosure of Interest form is a mandatory part of the RFP.  
Sign and return the form with the Proposal even if there is nothing to disclose.**

If additional space is required, please add an attachment to this form.

Nature of Business Activity/Interest	With Whom?	Dates of Relationship	Completed or Ongoing?	Dollar Value of Interaction

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

END OF SCHEDULE E—DISCLOSURE OF INTEREST

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SCHEDULE E—CONTRACT SERVICES AGREEMENT



## CONTRACT SERVICES AGREEMENT

District File No: 2019-10

THIS AGREEMENT dated for reference the \_\_\_\_ of \_\_\_\_\_, 2019

BETWEEN:

\_\_\_\_\_, [name of contractor], Having an address at \_\_\_\_\_; and an email address of: \_\_\_\_\_.

("the Contractor")

AND:

**DISTRICT OF SECHELT**, a municipal corporation incorporated under the *Local Government Act*, having an address at P.O. Box 129, 2<sup>nd</sup> Floor, 5797 Cowrie, Street, Sechelt, BC, V0N 3A0

(the "District")

GIVEN THAT:

- A. The District desires to purchase goods and/or services from the Contractor as an independent contractor, and
- B. The Contractor desires to provide, as an independent contractor, those goods and/or services to the District, based on the terms and conditions set out in this Agreement.

THEN, in consideration of the foregoing, the parties mutually agree to the following:

### 1.0 Definitions

1.1 In this Agreement, the following terms have the meanings set out after each:

"Additional Services" means the purchase of good or delivery of services beyond the Included Services and the terms and conditions of this Agreement.

"Agreement" means this agreement, including the attached schedules, each as may be supplemented or amended from time to time.

"Approved Subcontractors" means subcontractors to be used by the Contractor that have been vetted and approved by the District.



“As and When Required” means when and where goods and/or services are needed, at the sole discretion of the District, to meet its operational requirements.

“Business Days” means Monday to Friday, inclusive, during official office hours, as may be amended from time to time, at the District’s Municipal Hall.

“Force Majeure” means as an Act of God, an act of a public enemy, war, labour disruptions and other extraordinary causes not reasonably within the control of the parties to the Agreement. .

“Included Services” means the good or services that the Contractor will provide to the District, as outlined in *Schedule B—Services and Rates*.

“Pre-qualified Contractor” means a Contractor who has met the District’s required terms and conditions and has been placed in a priority position on the District’s Pre-qualified Contractor Listing which will be used to purchase goods and/or services by the District.

“Pre-qualified Contractor Listing” means a priority listing of Pre-qualified Contractors who will be used by the District to purchase goods and/or services.

“Services” means the provision of goods or delivery of services that the District intends to purchase from the Contractor.

## **2.0 Schedules Incorporated**

2.1 The following schedules form an integral part of this Agreement:

Schedule A – General Terms and Conditions  
Schedule B – Rate Sheet

2.2 If there is a conflict between a provision in a schedule to this Agreement and a provision of this Agreement, then the provision in this Agreement shall take precedent, unless agreed to in writing by the parties.

## **3.0 Effective Date and Term**

3.1 This Agreement takes effect immediately upon execution by the parties unless extended in writing by mutual agreement of both parties.

3.2 The Contractor agrees to provide the Included Services during the term of this Agreement, and any mutual extension, unless terminated per the appropriate clause in this Agreement.

3.3 The term of this Agreement is three (3) years, and expires on December 31<sup>st</sup>, 2021.



#### 4.0 Services

- 4.1 The Contractor, as an independent contractor, agrees to provide at the Contractor's cost and expense, on a non-exclusive basis, the Included Services as described in *Schedule B—Rate Sheet* on an As and When Required basis.
- 4.2 The District does not offer or guarantee a set or specific number of purchases or hours of work, whether maximum or minimum, under this Agreement. As a result, it is possible that the Contractor may not be allocated any work during the term of this Agreement.
- 4.3 The Contractor and the District may, from time to time, mutually agree in writing that the Contractor will provide Additional Services not covered by the terms and conditions of this Agreement. Any Additional Services agreed to will be negotiated on a separate and standalone basis by the parties in compliance with the District's Procurement Policy.
- 4.4 The District reserves the right to competitively bid or request specific quotations for larger more complex projects as required by District policy or as serves the best interests of the District.
- 4.5 The District may from time to time give the Contractor reasonable instructions (in writing or otherwise) for the performance of the Included Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor, as an independent contractor, may determine the manner in which the District's instructions are carried out.
- 4.6 The Contractor shall not subcontract any of the Contractors' obligations under this Agreement to any persons or firms without the prior written consent of the District.  
  
No subcontract, whether consented to or not, shall relieve the Contractor of any obligations under this Agreement. The Contractor shall ensure that any persons or firms retained by the Contractor to perform obligations under this Agreement, or any person or firm retained by that person or firm, fully complies with this Agreement when performing the subcontracted obligations.
- 4.7 Except as otherwise provided in this Agreement or agreed to by the parties, the Contractor shall, at its sole cost, provide all materials, equipment, supplies, tools, implements, machinery, articles, labour, supervision, and things necessary for the performance of the Contractor's obligations under this Agreement. If any materials, equipment, supplies, tools, implements, machinery, or articles are supplied by the District to the Contractor, or to a subcontractor hired by the Contractor, those items shall remain the exclusive property of the District and shall be returned in the same condition as supplied to the Contractor, except for loss or damage resulting from reasonable wear and tear associated with the performance of the Services.
- 4.8 The Contractor agrees to warranty any Included Services provided under this Agreement for the period of one (1) year from the date of substantial completion of those Included Services.



## 5.0 Security

- 5.1 Where applicable, the Contractor shall be responsible for the security of the premises while on site to perform the Services and, without limiting the foregoing, shall lock all exterior doors and windows, turn out lights and enable alarms as required at the completion of each day's duties.
- 5.2 Any keys provided by the District shall be signed for by the Contractor and upon completion or termination of this Agreement shall be returned to the District. In such a case, the District shall issue one key for entry into the premises. Any additional keys required within the premises are to remain on the premises at all times. At no time will the Contractor have additional keys cut.

## 6.0 Pricing and Payment

- 6.1 During the term of this Agreement, the Contractor agrees to charge the District for any Included Services at the rates described in *Schedule B— Rate Sheet*.
- 6.2 The Contractor shall submit written statements of account to the District according to the schedule set out in *Schedule B— Rate Sheet*.
- 6.3 The District shall not pay the Contractor any fees or expenses in excess of the rates provided in *Schedule B— Rate Sheet*, except where it is mutually agreed to in writing by both parties prior to the commencement of Included Services.
- 6.4 Where the Contractor owes amounts to the District under this or any other Agreement, the Contractor's account must remain current and in good standing, otherwise the District reserves the right to cancel this or any other Agreement that it has with the Contractor, and/or pursue other remedies as may be available to the District.

## 7.0 Insurance

- 7.1 The Contractor shall, at its own expense, maintain at all times during the term of this Agreement, the following insurance coverage:
  - Commercial General Liability—not less than \$5 million per occurrence.
  - Vehicle Third Party Liability—not less than \$5 million per occurrence.
- 7.2 The Contractor shall ensure that the District is named as an additional insured on the commercial general liability coverage.
- 7.3 The Contractor's insurance shall not be cancelled or significantly altered without thirty (30) days prior written notice to the District.
- 7.4 The Contractor shall hold and maintain adequate WorkSafeBC coverage during the term of this Agreement for the Contractor and any workers or other persons engaged by the Contractor to perform the Services.



7.5 The Contractor shall comply with all conditions of the British Columbia *Workers Compensation Act* and regulations, and will be responsible for all fines, levies, penalties and assessments made or imposed under the British Columbia *Workers Compensation Act* and regulations relating in any way to the Included Services provided during the term of this Agreement, and shall indemnify and save harmless the District, its employees and agents, from and against any such related fines, levies, penalties and assessments.

## **8.0 Documents**

8.1 The Contractor shall provide, before the commencement of any Included Services, the following documents as a condition of this Agreement:

- a) Proof of adequate and appropriate comprehensive general liability insurance and/or other insurance covering the term of this Agreement and in the limits as outlined in the *Insurance* section of this Agreement;
- b) Proof of good standing with WorkSafeBC, or alternate Workers' Compensation coverage as applicable, covering the period of this Agreement; and
- c) Evidence of a valid District of Sechelt business license covering the period of this Agreement.

8.2 During the term of this Agreement, the Contractor shall provide updated/renewal documentation prior to the expiry of the previously provided versions, or submit them within ten (10) Business Days of any request for updates/renewals by the District.

## **9.0 General Terms and Conditions**

9.1 The parties agree to be bound by *Schedule A—General Terms and Conditions* attached to this Agreement.



**NOW THEREFORE**

As evidence of their agreement to be bound by the terms of this Agreement, the parties have executed this Agreement as follows:

**District of Sechelt**, by its authorized signatories )  
 )  
\_\_\_\_\_)  
Director of Engineering and Operations )  
 )  
\_\_\_\_\_)  
Director of Corporate and Financial Services )  
 )

DATED the \_\_\_ day of \_\_\_\_\_, 2019

**[Business Name]**, by its authorized signatories: )  
 )  
\_\_\_\_\_)  
Name: )  
 )  
\_\_\_\_\_)  
Name: )  
 )  
 )  
 )



## **SCHEDULE A**

### **GENERAL TERMS AND CONDITIONS**

#### **1.0 Time**

1.1 Time is of the essence for this Agreement.

#### **2.0 Indemnity**

2.1 The Contractor agrees to indemnify and save harmless the District, its employees, elected officials, contractors and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the District or any of the District's employees, elected officials, contractors or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, to the extent the loss is directly or indirectly caused or contributed to:

- any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or subcontractors in connection with this Agreement; or
- any representation or warranty of the Contractor being or becoming untrue or incorrect.

#### **3.0 Agreement**

3.1 The provisions of and schedules attached to this Agreement are the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties on the subject matter of this Agreement. Parties may by mutual, written agreement amend this Agreement.

3.2 Unless otherwise specified in this Agreement, all references to currency are in Canadian dollars.

#### **4.0 Authority**

4.1 The Contractor represents and warrants to the District that it has the authority to enter into this Agreement and carry out the required work and procedural formalities, and the persons executing this Agreement on its behalf are duly authorized to do so.

#### **5.0 Assignment**

5.1 The Contractor may not assign any of its rights or interests under this Agreement.

## **6.0 Laws**

- 6.1 This Agreement shall be construed in accordance with the laws of the Province of British Columbia. Without limitation, the Contractor acknowledges that this Agreement is subject to the *Freedom of Information and Protection of Privacy Act*.
- 6.2 If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.
- 6.3 The Contractor shall be responsible for all applications, permits or other approvals necessary or advisable to provide the Services.

## **7.0 Reputation & Confidentiality**

- 7.1 During the term of this Agreement, the Contractor shall not defame or make bad faith derogatory statements to third parties, including online or electronic statements, posts or reviews, about the District, its employees, contractors, agents, representatives or elected officials. This restriction shall not apply to statements made in legal, arbitration, administrative or investigative proceedings, or statements required to be made under applicable laws, court order or subpoena, or in a mandated discovery process in any legal proceeding.
- 7.2 The Contractor acknowledges that in the performance of its responsibilities, it may have access to confidential information and records and the Contractor shall maintain strict confidentiality concerning any information, data, and reports accessed in connection with the providing of any Included Services under this Agreement ("the Confidential Information").
- 7.3 During and after the term of this Agreement, the Contractor shall not, directly or indirectly, disclose Confidential Information to any person or use any Confidential Information.
- 7.4 All Confidential Information which the Contractor may come in contact with shall be and remains the District's sole property and shall not be removed from the District's premises.
- 7.5 The Contractor agrees that it will cause any worker, before commencing his or her duties, to sign a written confidentiality agreement and the Contractor shall be liable to the District for any breach of any such agreement by the worker.
- 7.6 The Contractor agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any failure to maintain the confidentiality of the Confidential Information in breach of this Agreement cannot be reasonably or adequately compensated for only in money damages and would cause irreparable injury to the District. Accordingly, the Contractor agrees that the District is entitled to, in addition to all other rights and remedies available to him at law or in equity, an injunction restraining the Contractor and any agents of the Contractor, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.

## **8.0 Workers**

- 8.1 As an independent contractor, all workers hired by the Contractor to perform the Included Services shall be employees of the Contractor and shall not be the employees of the District. The Contractor shall refrain from doing anything that would result in workers hired by the Contractor being considered the employees of the District.
- 8.2 The Contractor shall supply and pay for all labour necessary or advisable to provide the Included Service and shall be responsible for the payment of all income and other taxes attributable to any payments made under this Agreement.
- 8.3 The Contractor shall, when necessary, provide and supervise a sufficient number of workers to enable timely and proper performance and completion of the Included Services, and shall ensure that all such workers are competent, work efficiently and are qualified by education, training and experience to carry out the tasks to which each is assigned.

## **9.0 Dispute Resolution**

- 9.1 In the case of any dispute arising between the District and the Contractor, a party to this Agreement may give the other party notice of the dispute, and if the matter cannot be resolved the parties may submit the dispute to arbitration by a single arbitrator in accordance with the *Commercial Arbitration Act* (British Columbia), as amended.

## **10.0 Waiver & Remedies Cumulative**

- 10.1 Waiver by the District of any breach of any term or condition of this Agreement by the Contractor must not be deemed to be a waiver of any subsequent default by the Contractor. Failure by the District to take any action in respect of any breach of any term or condition of this Agreement must not be deemed to be a waiver of such term, covenant or condition.
- 10.2 No reference to or exercise of any specific right or remedy by the District prejudices or precludes the District from any other remedy, whether allowed at law or in equity or expressly provided for in this Agreement. No such remedy is exclusive or dependent upon any other such remedy, but the District may from time to time exercise any one or more of such remedies independently or in combination.

## **11.0 Force Majeure**

- 11.1 If the Contractor is rendered unable, wholly or in part, by Force Majeure to provide the Included Services then the Contractor shall provide to the District notice of the Force Majeure as soon as reasonably possible, and to the extent that the Contractor's performance is impeded by the Force Majeure, it shall not be in breach of its obligations under this Agreement.
- 11.2 The parties acknowledge and agree that during an event of Force Majeure, the Contractor's obligations pursuant to this Agreement shall be reduced or suspended as the case may be, but not longer than the continuance of the Force Majeure, except for a reasonable time period after, if required by the Contractor, to resume its obligations.



## **12.0 Non-Compliance**

12.1 If the Contractor fails to observe, perform, or comply with any provision of this Agreement, then the District may, at its sole discretion:

- allow the Contractor to continue to provide the Services with a time limit for compliance, rectification or both; or
- suspend all or part of the Services, including payments in whole or in part, and give the Contractor a time limit for compliance, rectification or both.

If the District has set a time limit for compliance, rectification or both and believes that the Contractor has failed to meet the time limit, the District may employ whatever means necessary to rectify that non-compliance, including performance of the Contractor's obligations on the Contractor's behalf and/or termination of this Agreement, and the Contractor shall pay an amount equal to all costs reasonably incurred by the District in rectifying the non-compliance.

## **13.0 Termination**

13.1 The District may terminate this Agreement at any time, and without cause, by giving thirty (30) days written notice of termination to the Contractor and paying the Contractor an amount equal to the minimum fees that would otherwise have been payable for the Services completed at the time of termination. That payment shall discharge the District from all liability to the Contractor under this Agreement.

13.2 The District may terminate this Agreement if the Contractor fails to comply with any of the terms, covenants and agreements that the Contractor must observe or perform under this Agreement and that failure continues for ten (10) days after receipt by the Contractor of notice in writing from the District specifying the failure.

13.3 The Contractor may terminate this Agreement by providing thirty (30) days written notice of termination to the District.

## **14.0 Notices**

14.1 Any notice permitted or required to be given by a party under this Agreement shall be given in writing, and may be delivered by hand or by email to the addresses on the front page of this Agreement, or to other addresses as may from time to time be provided in writing by the parties.

14.2 Any notice delivered by hand shall be deemed to be given and received at the time of acceptance. Any notice delivered by email will be deemed to be successfully received at the date and time as posted on the email. The parties will not be liable for any delay for any reason including technological delays, spam filters, firewalls, job queue, file size limitations, etc.



## SCHEDULE B

### Rate Sheet

#### **SERVICES**

The Contractor agrees to provide all necessary materials, labour, tools and equipment for the provision of line painting, thermoplastic road makings, eradication, including, but not limited to, the items listed in Table 1.

The District reserves the right to add, update, remove or otherwise alter the list as the District's operations require, and the list included herein is not a guarantee or limitation of the services to be performed by the Contractor.

*Table 1 Painting Services*

<b>Line Painting Services Required</b>	<b>Unit</b>
White and Yellow roadway paint	Lin.M
Paint Road Symbols (i.e. handicap Parking c/w background, etc.	Ea
Thermoplastic roadway line painting	Lin.M
Thermoplastic road lettering as per MUTCD	Per Letter
Thermoplastic Stop Bars	Sq.M
Thermoplastic parallel bar crosswalk	Lin.M
Thermoplastic road symbols (i.e. turn arrows, etc.)	Ea
Eradication of existing road painting	Lin.M
Roadway hatching	Lin.M
Thermoplastic Zebra Crosswalk	Sq.M
Traffic grade paint infill, (i.e. green bike lane markings, ect)	Sq.M

#### **INVOICING AND PAYMENTS**

The Contractor is required to issue invoices to the District for Services rendered on a monthly basis, or another timeframe as agreed to in writing by the parties. Original invoices should be forwarded to the District as follows:

Accounts Payable  
District of Sechelt  
2nd Floor, 5797 Cowrie Street  
PO Box 129, Sechelt, BC, V0N 3A0  
Email: [finance@sechelt.ca](mailto:finance@sechelt.ca)



The District has payment terms of net thirty (30) days. Where applicable, the purchase order number assigned, or other meaningful reference/subject matter, must be stated on the invoice otherwise payment may be delayed.